

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	Chapter 11
	)	
INVACARE CORPORATION, et al.	)	Case No 23-90068
	)	
Reorganized Debtors.	)	
	)	(Jointly Administered)

**RESPONSE OF METAL IMPACT SOUTH LLC TO  
DEBTORS' OBJECTION TO CLAIM NO. 10261**

Metal Impact South LLC ("**Metal Impact**"), through its counsel, responds to the objection filed by the Debtors in their Amended Fourth Omnibus Objection to Certain Proofs of Claim (Overstated Claims) (the "**Claim Objection**") to Metal Impact's proof of claim (the "**Proof of Claim**") filed as claim No. 10261 against Invacare Corporation as follows:

**BACKGROUND**

1. Metal Impact timely filed its Proof of Claim as a general unsecured claim in the total amount of \$926,731.22 as claim no. 10261 (the "**Claim**").

2. In the Claim Objection, the Debtors propose to reduce the Claim to the total amount of \$225,515.96 and state the reason for such reduction as (a) the inclusion of an invoice in the amount of \$31,000 that the Debtors did not receive, and (b) the inclusion of a claim for inventory.

**RESPONSE TO OBJECTION**

3. Metal Impact did not include an invoice in the approximate amount of \$31,000 in its Claim. Metal Impact does not know what the Debtors are referring to with respect to such amount.

4. With respect to the Debtors' objection based on the "inclusion of a claim for inventory", Metal Impact properly included in its Claim an amount of damages incurred by Metal

Impact as a result of Invacare's rejection of written purchase orders ("**Purchase Orders**") by and between Invacare and Metal Impact. Such Purchase Orders were for specialty goods (the "**Goods**") manufactured for Invacare by Metal Impact pre-petition. The Goods remained unsold as of the date of the Claim. Under the terms of the Purchase Orders, Metal Impact is entitled to loss profits plus the cost of such Goods incurred by Metal Impact. Since filing the Claim, Metal Impact has been able to sell \$28,000.00 of such Goods, however, Metal Impact does not anticipate selling any of the remaining Goods and will be forced to scrap the remaining Goods. The scrap value of the remaining Goods is \$17,881.51, which Metal Impact agrees to offset against the Claim.

5. Metal Impact is entitled to a Claim in the total amount of not less than \$880,849.71 after giving the Debtors credit for the \$28,000.00 and \$17,881.51.

### **CONCLUSION**

**WHEREFORE**, Metal Impact requests that the Court enter an order denying the Claim Objection and allowing the Claim in the amount of \$880,849.71, and providing such other and further relief as may be just and proper.

Date: March 6, 2024

***METAL IMPACT SOUTH LLC***

By: /s/Robert W. Glantz  
One of Its Attorneys

Robert W. Glantz (rglantz@muchlaw.com)  
Jonathan Friedland (jfriedland@muchlaw.com)  
**MUCH SHELIST, P.C.**  
191 N. Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
Telephone: (312) 521-2000  
Facsimile: (312) 521-3000

**CERTIFICATE OF SERVICE**

Robert W. Glantz, an attorney, certifies that he caused the foregoing Response of Metal Impact South, LLC to Debtors' Objection to Claim No. 10261 to be electronically filed with the Clerk of the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division, by using the CM/ECF system, which will send notification of such filing to all parties of record on this 6th day of March 2024.

/s/ Robert W. Glantz